

June 25, 2009
William D. Bartz
6412 Bartz Road
Lockport, New York 14094

Honorable Robert D. Drain
Case Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004-1408

Dear Honorable Robert D. Drain,

I previously faxed you a letter on June 16, 2009. I believe that that correspondence contained information that was incorrect. Please accept the following correspondence with what I believe to be the proper corrections.

Referring to Case Number 05-44481 (RDD), I object to the June 16, 2009 (revised) Master Disposition Agreement, Article 9.5.11. This article declares that severance payments to certain Delphi retirees will be terminated upon the closing date (emergence date). The severance agreement that I signed (Separation Agreement) was a legal, enforceable contract entered into during Delphi's bankruptcy. The effective date of my contract was February 1, 2009. The severance payments were provided in exchange for my waiver of certain rights via the Release of Claims because I provided an item of value to Delphi in exchange for these severance payments. Also, the severance payments are as I stated above a contract liability and not a Delphi provided benefit. In short, I have a valid, binding, legal contract that I expect to be honored.

I have presently accepted a much lower paying full time position than the one I had at Delphi. I strongly believe that I will need to use the severance payments to help support my family and myself now as well as after the severance payments expire because of this much lower paying position. Delphi has already terminated my benefits and Delphi is also attempting to reduce my pension by transferring it to the PBGC. These actions are responsible for financial stress to my family and myself.

As a final point, the liability for continued severance payments by Delphi is low and the liability will expire for me on January 31, 2010.

Sincerely Yours,

William D. Bartz

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